

## RESELLER & AFFILIATE TERMS OF BUSINESS

The following terms relate to a mutual agreement for services to be supplied by the “Company” to the “Reseller”, for their “Clients”, and any applicable “Websites”.

### Definitions

“Company” – refers to the party providing and supplying the services

“Reseller” – refers to the party who is referring, on-selling or white labeling the services

“Affiliate” – refers to the party who brings new business without white labeling the services

“Client” – refers to the party accepting the services rendered

“Services” – refers to any campaigns, projects and work delivered by the supplying party, agreed upon between the supplier and the receiver

### Reseller

1. The “Company” agrees to provide the “Services” to the “Clients” of the “Reseller”, as per any signed agreement between the “Company” and the “Client”.
2. The “Reseller” agrees to pay a set fee stated by the “Company”. Any fees must be received prior to the start of any services provided. For any PPC campaigns, including Social Advertising, the monthly budget for click volume spend must be agreed upon before commencing service.
3. For the purposes of providing these services, the “Reseller” agrees to provide the “Company” where necessary:
  1. FTP access to the main site for uploading, title tags, meta tags, and making changes for the purpose of optimization, unless agreed others
  2. Channel page log in details, as well as log in details to any platforms required for the “Company” to properly provide the “Service”
  3. Suggested key phrases for key phrase testing, any copy suggestions for ad creation in PPC campaigns and any relevant branding files, images or documents
4. The “Reseller” agrees that the “Company” is authorized to use the “Services” for the purpose of improving the ranking of, and/or positioning the contents of the “Client’s” URL(s), within the sponsored ads
5. Where Search Engine Optimization (“SEO”) is provided as part of the “Service”, services are rendered for google.com.hk. Rates vary depending on region targeted & keyword competitiveness.
6. All “Services” offered by the “Reseller” in agreement with the “Company” must be performed by the “Company” for a nominated fee set by the “Company”.
  1. Guarantees in each respective Service Agreement will become void in the event the “reseller” performs the “Services”, or SEO work themselves, or in the event another third party performs SEO work
  2. The “Reseller” agrees not to engage any additional third-party vendors or agencies during the course of the mutual agreement and partnership with the “Company”, defined by the parameters of any active campaigns, projects or work for a given “Client”.
7. All clients introduced to the “Company” by the “Reseller” will remain clients of the “Reseller”. The “Company” will not knowingly endeavor to contact any “Client” of the “Reseller” unless requested to do so by the “Reseller”.
  1. In the event the “Client” decides to terminate their services with the “Reseller” but opt to retain their SEO or other “Services” contract, the “Company” will resume ownership of the campaign, project or work, and the relationship with the “Client”.
8. The “Reseller” acknowledges the following with respect to the services:
  1. If work is delayed through no fault of the “Company”, no refund or compensation will be offered.

2. The “Company” has no control over the policies of any Search Engines, Channel Pages, or Platforms with respect to the type of sites and/or content that they accept now or in the future.
  1. Where SEO is applicable, due to the “Company” guarantees to rank a percentage of Key Phrases on the first page of Google within an agreed upon milestone, in the event that a milestone is not met, the “Company” agrees to provide the “Service” free of charge until the milestone is met, inside the terms of agreed services, for each respective Service Agreement.
3. The “Reseller” acknowledges that the “Company” makes no warranty that the provision of the “Services” will generate any increase in sales, business activity, profits or any other form of improvements for the “Clients” of the “Reseller”.
4. Any SEO guarantees above do not apply in the following circumstances:
  1. If changes are made to the Website by other parties that adversely affect the search engine rankings of the Website (as determined by the Company); or
  2. If the Website is offline due to a reason not caused by the “Company”; or
  3. If the Company’s onsite SEO work is removed or overwritten by the client of the Reseller, by the Reseller, or any other third party.
  4. If the addition of recommended content on the website, required to facilitate the SEO work is not implemented in a timely manner.
  5. If Google releases an algorithm update and changes suggested by the “Company” are not implemented by the “Reseller” or “Clients”.
9. Cancellations are not allowed. If the “Reseller” wishes to terminate an Agreement and cease billing prior to the contract expiry date, a termination fee equal to the remaining balance of the term must be paid in full to the “Company”.
10. Each campaign requires a Service Agreement to be created by the “Company” and signed by the “Reseller” before the start of each “Client” campaign, project or work. The Services Agreement will include, where applicable, a minimum term, monthly fee, number of keywords and guarantee particulars.
11. Obligations of the “Company” and the “Reseller”:
  1. The “Company”:
    1. Perform all services to achieve any guarantees
    2. Product monthly ranking reports for SEO services
    3. Produce any relevant PPC reports
    4. Ongoing account management to the “Reseller”
  2. The “Reseller”:
    1. Consult the “Company” before quoting SEO or other “Service” rates, noting that highly competitive keywords and locations will require higher rates.
    2. Develop a keyword list where applicable with the assistance of the “Company”
    3. Sign on the client and ensure all paperwork is in place
12. The “Company” is not responsible for “Reseller” clients overwriting any “Company” SEO work. This includes any “Client” webmaster changes and uploads over work already provided, thereby voiding any guarantees.
13. No refunds are available on services provided by the “Company”.
14. Neither the “Reseller” or “Client” may knowingly offer any form of employment to the “Company” staff whilst using the “Company” “Services”, within 12 months of ceasing “Services” delivered by the “Company” or within 12 months after the date of termination of this Agreement (as the case may be) employ or attempt to employ any person who is, or shall at any time between the date hereof and the date of such termination be, one of the Company’s employees engaged in providing the Services.
15. This agreement is construed in accordance with the laws of the Hong Kong Special Administrative Region.

## Affiliate

1. The "Company" agrees to provide the "Services" to the "Clients" of the "Affiliate", as per any signed agreement between the "Company" and the "Client".
2. As part of the Partnership Program with the "Company", the "Company" agrees to pay the "affiliate" 15% of the "Client" management fee, for the lifetime of the client.
3. Neither the "Affiliate" or "Client" may knowingly offer any form of employment to the "Company" staff whilst using the "Company" "Services", within 12 months of ceasing "Services" delivered by the "Company" or within 12 months after the date of termination of this Agreement (as the case may be) employ or attempt to employ any person who is, or shall at any time between the date hereof and the date of such termination be, one of the Company's employees engaged in providing the Services.
4. This agreement is construed in accordance with the laws of the Hong Kong Special Administrative Region.